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SPECIFIED	MAY RESULT IN REJECTION	OF YOUR O	FFER. If by virtue	of this a	amendme	ent y	ou desire to change a	n offer alr	eady subr	nitted, s	uch
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The purposes of this modification are to revise the Statement of Work to include ground maintenance of the firing range, revise Attachment 1 of the SOW to add additional Government property, increase the contract value to allow for purchasing of necessary equipment in support of the security contract, and provide incremental funding. The foregoing action is further implemented by the inclusion of the following changes:

- 1. Clause 1. FIRM FIXED PRICE, Paragraph B., Page 5 (Mod 27), is revised as delineated on the revised Page 5 (Mod 28) to reflect the increase in contract value for purchases of equipment. Option No. 3 is increased by \$78,660 (from \$5,407,663 to "\$5,486,323").
- 2. Clause 2., LIMITATION OF FUNDS, Pages 5 (Mod 27), is revised as delineated on the revised Pages 5 (Mod 28) to reflect incremental funding of \$78,660. Total sum allotted is increased from \$17,479,373 to "\$17,558,033"; the remaining balance remains unchanged at "\$ -0-"; the revised schedule for allotment of funds is not applicable as Option Year 3 is fully funded"; the funded through date remains unchanged from "August 31, 2005".
- 3. Page 3a (Mod 17), Statement of Work (SOW) is revised as delineated on the revised page 3a (Mod 28) to reflect the addition of grounds maintenance of the firing range.
- 4. Pages 26 and 27, Attachment 1 (SOW) is revised as delineated on the revised pages 26 and 27 (Mod 28) to reflect the addition of Government property.
- 5. As a result of the foregoing changes, the following pages are deleted and the corresponding pages are substituted/added. Changes are noted by a vertical line in the right column.

Clause (s) Changed	Page (s) Deleted	Page(s) Substituted/Added
Clause 1 and Clause 2	Pages 5 (Mod 27)	Pages 5 (Mod 28)
Page 3a SOW	Page 3a (Mod 17)	Page 3a (Mod 28)
(Attachment 1) Page 26	Page 26 (Attachment 1)	Page 26 (Mod 28) (Attachment 1)

H-34723D Modification No. 28 Page 3

6. Contractor's Statement of Release

In consideration of the modification(s) agreed to herein as complete equitable adjustment for all claims arising out of or attributable to the issuance of the change(s) and/or Contractor proposal(s) listed below, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to said contract change(s) and/or contractor proposal(s)and/or for such additional obligations as may be required by this modification.

Contract Change Identification

Contractor Proposal Number

Modification 28 to Contract H-34723D

Email dated July 17, 2005, from Dave Rodgers

7. All other terms and conditions of this contract remain unchanged.

SUPPLIES OR SERVICES AND PRICES/COSTS

1. FIRM FIXED PRICE

A. The total firm-fixed price of this GSA order for the applicable period is as follows:

ORDERING PERIOD PERIOD COVERED FIRM FIXED PRICE

Base Period

08/06/02 - 08/31/02

\$3,282,198

B. If the Government exercises any of its options pursuant to the terms of this GSA order, the total firm-fixed price of this GSA order shall be increased by the applicable amounts shown below:

<u>OPTION</u>	PERIOD COVERED	FIRM FIXED Status of Options	
Option No. 1	09/01/02 - 08/31/03	\$4,157,146 Exercised	1
Option No. 2	09/01/03 - 08/31/04	\$4,632,366 Exercised	
Option No. 3	09/01/04 - 08/31/05	\$5,486,323 Exercised	
Option No. 4	09/01/05 - 08/31/06	\$5,515,643 Not Exercised	

2. LIMITATION OF FUNDS

(a) Of the total price of the services identified as FFP, the sum of \$17,558,033 is presently available for payment and allotted to this GSA order. It is anticipated that from time to time additional funds will be allocated to this GSA order in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTTMENT OF FUNDS

Date

Amounts

N/A

\$ - 0 -

*NOTE: THE IDIO PORTION OF THE CONTRACT SHALL BE PAID BY INDIVIDUAL DELIVERY ORDERS/H-ORDERS WITH FUND CITATIONS ON EACH ORDER.

(b) The Contractor agrees to perform or have performed work as specified in the PWS up to the point at which if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point.

- 4.3.4 The contractor shall provide an Assistant Trainer to support the increase in training requirements and to oversee the continuity of training for the specialized units, i.e., Special Reaction Team, Community Resources Officer, certified Communications Officer, etc.
- 4.3.5 The contractor shall provide an added command level authority for each shift on a 24 hour, seven day per week basis, i.e., Field Sergeant, to ensure field supervision by a working patrol supervisor.
- 4.4 The contractor shall establish a headquarters to perform the administrative support for the guard service, Identification and Registration (I&R) Section, and other functions identified in this PWS. The headquarters shall maintain records and submit a weekly report, monthly progress/self-assessment report and special reports as required.
- 4.5 The contractor shall interface with NASA Headquarters, NASA Field Centers, DOD and other agencies as required, in coordination with the MSFC Protective Services Department (PSD) to resolve issues and develop cost effective methods in support of MSFC classified, sensitive, or mission critical operations.
- 4.6 The contractor shall provide additional support for unscheduled tasks necessary to ensure the effectiveness of security operations as directed by the Contracting Officer. (See Section 7.0, Specific Tasks.)
- 4.7 The contractor shall develop Standard Operating Procedures (SOP) for operation of the PSCC and Identification and Registration (I&R) Section defining routine and standard procedures for handling all situations and matters pertaining to the operation of the PSCC and I&R Section. The Standard Operating Procedures shall be in accordance with DRD 923MA-006. The contractor shall develop patrol and post orders defining routine and standard procedures for handling all situations and matters pertaining to a particular post, patrol, or event. The SOP and post orders shall be available, up to date at each post and updated annually or sooner if needed. If no changes are needed the Project Manager shall certify in writing to the COTR. These SOP's and post orders shall be subject to the approval of the Manager, PSD.
- 4.8 The contractor shall operate, manage and maintain the MSFC weapons range. Maintenance of the range shall include minor repairs to range apparatus, targets, target stands, barricades, and grass cutting. The Government will provide all necessary tools, equipment, and mowers. Maintenance of the range shall be on a non-interface basis with all other duties in the SOW and any one individual's time on maintenance shall not surpass 5% in any given pay period. The Contractor shall include safety procedures for the range maintenance in their published procedures.

5.0 Standards of Conduct

Equipment Asset #	UserID	Building	Room	MAMS Description	Monitor # (If Available)	Serial # (If Available)	Model # (If Available)
710301 #	OSCIID	Dullung	T T T T T T T T T T T T T T T T T T T	62 Handcuffs with cases	(II / Wallabio)	Condi ii (ii / Wailabio)	(III / Wallacto)
	 	 			 		
	 			63 OC Spray Holsters		 	
		4627		115 Training Videos			
		4312	109	Speed Limit Display			
		4312	109	Radar Gun		AA 10738	Kustom HR-12
		4312	109	Radar Gun		AA 10174	Kustom HR-12
2199074	ROECL	INT 600	461c	20"LCD TV monitor			
3053692		INT 600	461c	Panasonic DVD/VCR player			Panasonic
3053697	CASSEJL	INT 600	461c	Panasonic DVD/VCR player			Panasonic
2199075		INT 600	Security Lobby	20"LCD TV monitor			
3053694	WOOTEDR	4312	116	Panasonic DVD/VCR player			Panasonic
	SMITHCD	4608		Homelite Weed Eater		AH1431036	Homelite
		4608		Craftsman riding mower		351091373	Craftsman
	CASSEJL	INT 600	Security Lobby	HP 7310 All-in-one Printer		MY51SJ81P6	
	ROECL	4312	114D	Glock Sight Repair Tools			
		4627		Weapon instructor kit bags (6 sets)			
		4312	114D	Key Cominator		<u> </u>	
		4312	114D	Combination Kit			
		4312	114D	Letter Dies			
		4312	114D	Number Dies			
		4312	114D	Mortise Cylinder wrench			
		4312	114D	Mortise Cylinder Assembly Tool			
	JOHNSRO	4312	106	Battery Analyzer with Three Pockets			

2.0 Contractor-Provided Property

12.1 Supplies and Materials

The contractor shall be required to provide all supplies and materials, including personal items such as hard hats, safety shoes, safety glasses, and personalized tools and equipment normally required in performance of this contract

12.2 Vehicles

security equipment, e.g., CCTV cameras and associated hardware, vehicle mounted two-way radios, laptop computers, emergency Contractor shall provide all required vehicles. The necessity for mobility in all weather conditions and across diverse terrain maintain the ability to move items such as stanchions, traffic cones, and other items. The Government will provide all required shall be a consideration when electing the type of vehicle(s) to be provided. The Government does require that the contractor lights, sirens, spotlights, security marking, and other Government-provided security and communication equipment

13.0 IDIQ:

requirement IDIQ effort is defined as security services that supports one specific event and is continuous in nature (e.g., providing a The Contractor may be occasionally called upon to perform work that while defined in the PWS requires staffing above normal shift operations denoted in the PWS. An example is the uniform security officer support to protect Space Station facilities. This work 480 hours will be considered as required under the basic fixed price portion of the contract while hours exceeding the 480 hours will security officer to control access to a facility for 12 hours a day for 100 days, or 24 hours a day for 50 days). In both cases the first combined will not be considered under the IDIQ portion of the contract but is considered part of the fixed price portion. Events that be ordered under the IDIQ portion of the contract. Multiple events (e.g., PCH moves, VIP visits, etc.) that exceed 480 hours when are not considered IDIQ are planned and unplanned activities that requires additional staffing (e.g, special events, emergency is performed under the IDIQ portion of the contract and normally requires between 500 and 1,000 hours per month. For this situations) and are short term in nature and less than 480 hours.